

EXHIBIT 2

ASSIGNMENT AND ASSUMPTION CONSENT AGREEMENT TO "Consulting Agreement, Dated March 21, 2017"

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of May, 10, 2017 (the "Assignment Effective Date"), by and between **PDV USA, Inc.**, a Delaware company ("PDV USA"), located at 65 East 55th Street, Floor 21, New York, New York, 10022, United States of North America ("Assignor"), and **Petróleos de Venezuela, S.A.**, located at Avenida Libertador, Edificio Petróleos de Venezuela, S.A., Caracas, Venezuela, a company organized under the laws of the República Bolivariana de Venezuela ("Assignee").

Interamerican Consulting, Incorporated ("Consultant"), located at 10925 N.W. 43rd Lane, Miami, Florida, 33178, hereby consents to this Assignment and Assumption Agreement.

WHEREAS, Assignor and Consultant are parties to that certain Consulting Agreement, dated as of March 21, 2017 (the "Agreement").

WHEREAS, Assignor has agreed to assign all rights, obligations and liabilities under the Agreement to Assignee, and Assignee has agreed to unrestrictedly assume such rights and obligations of Assignor under the Agreement, as set forth therein;

WHEREAS, Consultant has agreed to consent to the terms and conditions of this Assignment and Assumption Agreement, and therefore, fully release Assignor for all past, present, and future obligations under the Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for the other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment and Assumption. As of the Assignment Effective Date, Assignor hereby assigns, sells, transfers and delivers to Assignee all of the rights, obligations and liabilities under the Agreement. **Assignee hereby accepts the assignment and assumption and agrees to observe and perform all of the past, present and future duties, obligations and covenants of, and to pay and discharge, all of the rights, obligations and liabilities under the Agreement.** This Assignment and Assumption shall be construed as a novation or a release of Assignor under the Agreement. All other terms and conditions of the Agreement, including any duly approved amendment or change order, shall continue and remain unchanged.



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2. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assignment and assumption and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

3. General. This Assignment and Assumption Agreement sets forth the entire agreement as to the assignment and assumption of the Agreement and there are no other agreements, modifications or understandings except as set forth herein. In the event any parts of this Assignment and Assumption Agreement are rendered null or void, those parts shall be severed and the remaining agreement shall remain valid. This Assignment and Assumption Agreement shall be governed by the laws of the State of New York. This Assignment and Assumption Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Subject to the provisions hereto, this Assignment and Assumption Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, and, in the case of Assignee, its successors and assigns. Nothing herein shall create a third party beneficiary.

ASSIGNOR

PDV USA, Inc

BY: _____

Name: Guillermo Blanco

Title: Presidente

Date: 08- Octubre - 2017

CONSENTED BY:

Interamerican Consulting, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

Petróleos de Venezuela, S.A.

BY: _____

Name: Guillermo Blanco

Title: Vicepresidente Refinación

Date: 08- Octubre - 2017

